

AMENDMENTS TO THE DRAWINGS

The attached sheets of drawings include changes to Figs. 4-6, 10-12 and 14-15. These sheets, which include Figs. 4-6, 10-12 and 14-15, replace the original sheets including Figs. 4-6, 10-12 and 14-15.

Attachment: Replacement Sheet (3)

REMARKS

This is in response to the Office Action dated October 24, 2005. An RCE has been filed herewith.

The drawings stand objected to on page 2 of the Office Action. The drawings have been amended herewith as requested by the Examiner. In particular, the word "cover" has been removed from Figs. 4-6 and reference numeral "37" is used in the specification to label the same. Moreover, language such as "Appliqué" and "Traditional Slider" has been removed from the figures as requested by the Examiner. Thus, it is respectfully requested that the drawing objection be withdrawn.

The Abstract stands objected to on page 3 of the Office Action. The Abstract has been amended herein to mention the latch assembly as requested by the Examiner. Thus, it is requested that the objection to the Abstract be withdrawn.

Claim 1 stands objected to at the bottom of page 3 of the Office Action. In this regard, "sliding window" has been replaced with "sliding window panel" as requested by the Examiner. Thus, it is requested that this objection to claim 1 be withdrawn.

Claim 1 stands rejected under 35 U.S.C. Section 112, second paragraph, on page 4 of the Office Action. The use of "gaps" in amended claim 1 is clear and definite. Claim 1 has been amended to clarify that the bulb seal extends around an entire periphery of the sliding window panel and covers first and second gaps; the first gap being covered by the bulb seal being defined by and located between the sliding window panel and the first fixed window panel, and the second gap being covered by the bulb seal being defined by and located between the sliding window panel and the second fixed window panel. For example, Fig. 11 illustrates that the seal covers gaps between the sliding panel 14 and each of the two fixed panels 10, 12. While

applicant does not agree with the Examiner's position as to "and/or" in claim 2, the phrase "and/or" in claim 2 has been removed as requested by the Examiner. Claim 4 has been amended as requested by the Examiner to make clear that it is the vehicle referred to above that is being referred to.

Claim 1 stands rejected under 35 U.S.C. Section 103(a) as being allegedly unpatentable over Buening '214 (US 5,542,214) in view of Ryan or Kondolf. This Section 103(a) rejection is respectfully traversed for at least the following reasons.

Claim 1 as amended requires "an injection molded flexible bulb seal supported by at least the seal carrier, wherein the injection molded bulb seal extends around an entire periphery of the sliding window panel so as to contact the sliding window panel and cover first and second gaps adjacent the periphery of the sliding window panel, the first gap being covered by the bulb seal being defined by and located between the sliding window panel and the first fixed window panel, and the second gap being covered by the bulb seal being defined by and located between the sliding window panel and the second fixed window panel." For example and without limitation, Fig. 12 illustrates that the bulb seal 24" extends around the entire periphery of the sliding panel, and Fig. 11 illustrates that the bulb seal 24" covers gaps defined by and located between the sliding panel 14 and each of the two fixed panels 10, 12. See also paragraphs [0044] and [0045] of the instant specification. The cited art fails to disclose or suggest the aforesaid underlined features of claim 1.

Buening (US 5,542,214) in Figs. 12-13 illustrates a seal 43. However, seal 43 in Buening does not cover gaps between a sliding panel and adjacent fixed panels. Instead, Buening's seal 43 contacts only the fixed panels to provide a seal therewith (col. 6, lines 35-40). Importantly, Buening's seal 43 does not contact the sliding panel 32 and does not cover gaps between the

sliding panel and the fixed panels. Moreover, Fig. 2 of Buening makes clear that the seals thereof do not contact the sliding panel 32, and do not cover the gaps – they only cover the edge portion of the fixed panels (see seals 40, 46 in fig. 2 of Buening). Buening is entirely unrelated to the invention of claim 1 in these respects. Citation to Ryan or Kondolf cannot cure these flaws in Buening.

No art rejection has been made as to claim 5. However, claim 5 has been clarified in view of the Section 112 rejection. In particular, claim 5 as amended requires “an injection molded bulb seal supported by at least the seal carrier, wherein the injection molded bulb seal extends around an entire periphery of the sliding window panel so as to contact the sliding window panel and cover first and second gaps adjacent the periphery of the sliding window panel, the first gap being covered by the bulb seal being defined by and located between the sliding window panel and the first fixed window panel, and the second gap being covered by the bulb seal being defined by and located between the sliding window panel and the second fixed window panel.” Again, the cited art fails to disclose or suggest these features of claim 5. Seal 43 in Buening does not cover gaps between a sliding panel and adjacent fixed panels. Instead, Buening’s seal 43 contacts only the fixed panels to provide a seal therewith (col. 6, lines 35-40). Importantly, Buening’s seal 43 does not contact the sliding panel 32 and does not cover gaps between the sliding panel and the fixed panels. Moreover, Fig. 2 of Buening makes clear that the seals thereof do not contact the sliding panel 32, and do not cover the gaps – they only cover the edge portion of the fixed panels (see seals 40, 46 in fig. 2 of Buening). Buening is entirely unrelated to the invention of claim 5 in these respects. Citation to Ryan or Kondolf cannot cure these flaws in Buening.

Claim 15 requires that “at least one of the first and second appliqué includes a main body portion comprising a first polymer based material and an abutting portion comprising a second polymer based material that is softer than the first polymer based material, wherein the abutting portion of the appliqué which comprises the softer material is located at an edge of the appliqué and abuts a corresponding peripheral edge of at least one of the fixed window panels; and wherein the abutting portion of the appliqué is coplanar with the fixed window panel that the abutting portion abuts.” E.g., see Fig. 10 of the instant application. Wenner ‘191 and Kelly fails to disclose or suggest this feature. In Fig. 5 of Wenner, it is clear that no portion of the alleged appliqué abuts a peripheral edge of the fixed window panel 32. Moreover, it is clear from Fig. 5 of Wenner that no portion of any alleged appliqué is “coplanar” with fixed window panel 32. Wenner is entirely unrelated to the invention of claim 15 in each of these two respects. Citation to Kelly cannot cure these fundamental flaws of Wenner.

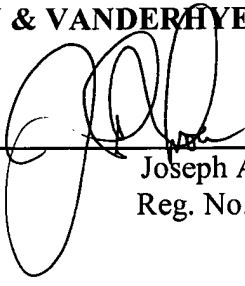
It is respectfully requested that all rejections be withdrawn. All claims are in condition for allowance. If any minor matter remains to be resolved, the Examiner is invited to telephone the undersigned with regard to the same.

DANIEL, et al.
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Respectfully submitted,

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By: _____


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